

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY
BOARD OF SUPERVISORS AND THE CITY OF DIAMONDHEAD FOR THE USE OF
OFFICE SPACE BY HANCOCK COUNTY SOLID WASTE AUTHORITY IN
DIAMONDHEAD CITY HALL THROUGH _____**

WHEREAS, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, desire to continue to work together to combine governmental activities in the City of Diamondhead in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of Diamondhead and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by § 17-13-1 and § 17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of this Agreement is to provide that the City of Diamondhead will, during the term hereof and under the conditions set forth in this Agreement, provide office space for a Solid Waste Enforcement Officer to Hancock County Solid Waste Authority, as more specifically set forth herein, upon reimbursement of certain fees from the Hancock County Board of Supervisors unto the City of Diamondhead under the terms and conditions set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Hancock County, Mississippi, and the City of Diamondhead, shall

each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in solid waste disposal at minimum cost to the taxpayers of the City of Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), and HANCOCK COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as the "COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by § 17-13-7(1), Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; the CITY and the COUNTY agree as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the City Manager of the City of Diamondhead, under the direction of its Mayor and Council Members, and the County Administrator of Hancock County, Mississippi, under the direction of the Hancock County Solid Waste Authority and the Board of Supervisors of Hancock County, Mississippi.

SECTION 2: USE OF OFFICE SPACE IN DIAMONDHEAD CITY HALL BY HANCOCK COUNTY SOLID WASTE AUTHORITY

The COUNTY and the CITY recognize that under § 17-17-5, Mississippi Code of 1972, Annotated, as Amended, the board of supervisors and/or municipal governing body shall provide for the collection and disposal of garbage and the disposal of rubbish. The County and the City agree that the Hancock Solid Waste Authority has been tasked with the enforcement of §

17-17-5.

The County and the City have agreed that pursuant to the foregoing statutory authority, it is necessary that a Solid Waste Enforcement Officer be provided office space for the fulfillment of his/her duties in the City of Diamondhead.

SECTION 3: GENERAL PROVISIONS RELATING TO THE USE OF OFFICE SPACE BY HANCOCK COUNTY SOLID WASTE AUTHORITY

- (a) The City shall furnish one (1) office to one (1) Solid Waste Enforcement Officer in the City of Diamondhead's City Hall Building located at 5000 Diamondhead Circle, Diamondhead, MS 39525.
- (b) The City shall furnish all utilities except telephone/internet/computer related fees.
- (c) It is mutually agreed and understood by the County and City that there will be no rent or lease due by the County to the City for the use of office space by the Solid Waste Enforcement Officer.

SECTION 4: FINANCING

The parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing staffing, supplying, or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 5: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint Board.

SECTION 6: TITLE TO REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property be

transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is not vested. All real and personal property owned by Diamondhead, or purchased by the City of Diamondhead pursuant to this Agreement shall remain the property of the City of Diamondhead; all real and personal property owned or purchased by Hancock County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

SECTION 7: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

SECTION 8: CITY OF DIAMONDHEAD SHALL MAINTAIN LIABILITY INSURANCE

The City of Diamondhead and the County herein agree that it shall be the responsibility of the City of Diamondhead to maintain its own general premises and liability insurance, public official insurance and insurance on any matters pertaining to this Agreement. The City of Diamondhead will name Hancock County, Mississippi, and the Hancock County Solid Waste Authority as named insureds on the policy or policies, and will maintain a limit of liability no less than \$1,000,000.00.

SECTION 9: SEVERABILITY

If any part, term, or provision of this Agreement ever be held illegal, unenforceable, or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION 10: TERM OF AGREEMENT

This Agreement shall become active as of January 1, 2015, when approved by the Attorney General for the State of Mississippi, and filed with the State Auditor and Secretary of State, and shall expire on December 31, 2017. Provided, however, the City must ratify and affirm this Interlocal Agreement at its next City Council meeting or shortly thereafter. Upon the mutual agreement of the parties this Agreement may be renewed. This Agreement may be terminated by the mutual agreement of the parties, upon 60 days written notice to the President of the Board of Supervisors and Mayor of the City.

SECTION 11: AMENDMENT

This Agreement may be amended upon the written agreement of both parties, provided such amendment is approved by the Attorney General of the State of Mississippi, pursuant to Mississippi Code of 1972, Annotated § 17-13-1, et. seq., as amended.

SECTION 12: APPROVAL BY ATTORNEY GENERAL

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. Should the attorney General fail to approve any section of the services listed herein, the governing authorities of the City and of the County will be required to adopt a newly drafted agreement, unless otherwise stated by the Attorney General.

The Clerks of the City and Board of Supervisors shall spread this Agreement upon the minutes of the respective governing authorities and shall, upon receipt of the approval or rejection of said Attorney General, spread said approval or rejection upon the minutes, nothing in the minute book where the Attorney General's approval or disapproval may be found. The

Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, and recorded in the Office of the Secretary for State.

SECTION 13: JOINDER AGREEMENT BY HANCOCK COUNTY SOLID WASTE AUTHORITY

The City and the County recognize that the services provided herein require the approval and cooperation of the Hancock County Solid Waste Authority, who, while independently operating within the County, nevertheless is budgeted by the Hancock County Board of Supervisors, and their activities are necessarily governed by the extent and purposes of the budget approval by the Hancock County Board of Supervisors. Therefore, the Hancock County Solid Waste Authority has been fully advised and has cooperated in the formulation of this Agreement and joins herein as a signature party, giving their approval and consent to all matters contained within this Agreement which may be under their jurisdiction or subject to their independent action.

END OF AGREEMENT

IT WITNESS WHEREOF, I TOMMY SCHAFER, MAYOR OF THE CITY OF DIAMONDHEAD, the officer duly authorized to the premises by Resolution of the City of Council of the City attached hereto, do hereby set and subscribe my signature on behalf of the City to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and the City.

WITNESS MY SIGNATURE this, the ____ day of _____, 2014.

Mayor, City of Diamondhead

ATTESTED:

City Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

Attorney for the City of Diamondhead

IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HANCOCK COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Hancock County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the ____ day of _____, 2014.

HANCOCK COUNTY BOARD OF SUPERVISORS

Hancock County Solid Waste Authority

Supervisor, District 1

Attorney for Hancock County, Mississippi

Supervisor, District 2

Supervisor, District 3

Supervisor, District 4

Supervisor, District 5

ATTEST:

00 11 13 – ADVERTISEMENT FOR BIDS

Sealed bids for the construction of **"HAZARD MITIGATION IMPROVEMENTS TO DIAMONDHEAD CITY HALL"** located in Diamondhead, Mississippi in conjunction with the MEMA Hazard Mitigation Grant Project No. 4081-0015, will be received by the City of Diamondhead at the City Hall Council Chambers, located at 5000 Diamondhead Circle, Diamondhead, Mississippi until 2:00 P.M., Thursday, January 15th, 2015, and then publicly opened and read aloud. Single stipulated sum bids will be received for all work required by the Contract Documents in accordance with the Instructions to Bidders.

A Pre-Bid Conference shall be held at 10:00 am on Tuesday the 6th of January 2015, at the Diamondhead City Hall Council Chambers, located at 5000 Diamondhead Circle.

Single stipulated lump sum bids will be received for all work required by the Contract Documents in accordance with the Instructions to Bidders. The City intends to award a Contract to the lowest and best Bidder within allocated funds, based on the sum of the base bid plus accepted alternates, if any.

Instructions to Bidders, Form of Bid, Form of Contract, Form of Contract Bond, Drawings, Specifications and other Contract Documents may be examined at the following locations:

1. Office of the Architect, Eley Guild Hardy Architects, P.A.,
1091 Tommy Munro Drive, Biloxi, MS 39532
2. ABC Plan Room, Jackson, Mississippi.
3. AGC Plan Room, Jackson, Mississippi.
4. Reed Construction Data, Norcross, Georgia.
5. McGraw-Hill Construction News Network
6. Builder's Exchange, Memphis, TN

Copies may be obtained in Adobe PDF® format for a non-refundable fee of \$50.00 per disk. Fee will be waived for ABC/AGC members. Hard copies of Drawings and Project Manual are available upon request for a non-refundable fee of \$350.00.

All proposals must be on file with the City prior to the opening time as stated above. All proposals must be sealed and clearly marked on the outside of the envelope as indicated **"Hazard Mitigation Improvements to Diamondhead City Hall" on {bidder to insert date and time here}"**. Envelopes not so marked are submitted at the risk of the Bidder and the City assumes no responsibility for the premature opening of same by any County employee.

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). Which closure prevents the opening of bids at the advertised date and time, all bids received shall be publically opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

The Owner expressly reserves the right to accept or reject any or all bids or any part of any or all bids based on a lowest and best bid determination. If the Bid documents request separate bids

on phases or items of a project, the Owner reserves the right to accept or reject any of all bids or any part of any or all bids based on a lowest and best bid determination on each phase of item for which a separate bid is requested.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders. Performance and Payment Bonds will be required from the successful bidder. Bidders shall comply with laws of the State of Mississippi requiring Certificate of Responsibility.

Resident contractors shall, in accordance with laws of the State of Mississippi, be granted preference over non-residents in the award of this contract in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident. A non-resident contractor shall attach to his proposal a copy of his resident state's current law pertaining to such state's treatment of non-resident contractors.

The successful bidder must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

This project is funded in part by Hazard Mitigation Grant funds provided by the Mississippi Emergency Management Agency from the Federal Emergency Management Agency. All local, state, and federal special conditions including Title 44 CFR will apply.

Order by the City Council of Diamondhead this the 10th day of December, 2014.

Kristin Ventura
City Clerk
City of Diamondhead

Publish: Wednesday, December 10, 2014
 Wednesday, December 17, 2014

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

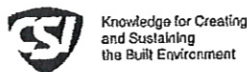
AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



Construction Specifications Institute



**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT(STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF DIAMONDHEAD
(Owner) and GRAY DIRT & GRAVEL LLC, (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

DIAMONDHEAD CITY HALL DRAINAGE IMPROVEMENTS

The work shall consist of furnishing all labor, materials, tools, equipment and layout in performing the drainage improvements at the Diamondhead City Hall.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

All work shall be completed in accordance with the plans and specifications.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

NINETY (90) CONSECUTIVE CALENDAR DAYS FOLLOWING THE "NOTICE TO PROCEED"

4.03 Liquidated Damages "LIQUIDATED DAMAGES IN THE SUM OF \$350.00 FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER SHALL BE ASSESSED."

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$350.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$3 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

BASE BID AMOUNT -	\$114,080.00
ALTERNATE NO. 1 -	\$ <u>600.00</u>
TOTAL AMOUNT -	\$114,680.00

ONE HUNDRED & FOURTEEN THOUSAND SIX HUNDRED & EIGHTY DOLLARS & NO CENTS	(\$114,680.00)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK						
<u>Item No.</u>	<u>Description</u>	N/A	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
	TOTAL OF ALL ESTIMATED PRICES					\$ _____
			(words)			(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15 day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor will name Seymour Engineering and City of Diamondhead as additional insureds on all general liability insurance provided by this Contractor to complete the scope of work in this Agreement. Contractor shall provide a Waiver of Subrogation to Seymour Engineering and City of Diamondhead in respect to workers compensation.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages 1 to 41, inclusive).

6. Supplementary Conditions (pages ____ to ____, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 7 sheets with each sheet bearing the following general title: Drainage Improvements Diamondhead City Hall.
 9. Addenda (numbers 0, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 2, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. ____.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions – N/A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2014 (which is the Effective Date of the Agreement).

OWNER: CITY OF DIAMONDHEAD

CONTRACTOR:

By: _____

By: _____

Title: CITY MANAGER

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

CITY OF DIAMONDHEAD

5000 DIAMONDHEAD CIRCLE

DIAMONDHEAD, MS 39525

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

BID PROPOSAL

Place Diamondhead, MS

Date November 5, 2014

Proposal of Gray Dirt & Gravel, LLC (hereinafter
called "Bidder"), organized and existing under the laws of the State of Mississippi,
doing business as Gray Dirt & Gravel, LLC *.

City of Diamondhead, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

**DRAINAGE IMPROVEMENTS DIAMONDHEAD CITY HALL
DIAMONDHEAD, MISSISSIPPI**

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$350.00 for each consecutive calendar day thereafter as hereinafter provided in Article 4.03 of the Agreement Between Owner and Contractor.

Bidder acknowledges receipt of the following addendum:

None

*Insert corporation, partnership or individual as applies.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following Lump Sum Bid:

BASE BID AMOUNT \$ 114,080.00

One hundred fourteen thousand eighty dollars and 00/100
(Base Bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

ALTERNATE NO. 1 \$ 600.00

Six Hundred dollars and 00/100
(Total Alternate No. 1 Bid amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

TOTAL BASE BID AND ALTERNATE NO. 1 \$ 114,680.00

One hundred fourteen thousand six hundred eighty dollars and 00/100
(Total Base Bid and Alternate No. 1 amount is to be in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of Five percent of the amount Bid (\$ 590) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By Daniel W. Wagner
Title Owner
(SEAL if by corporation)

Address:

P.O. Box 665

Biloxi, Wyo 39533